

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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**USCS-00-5019**

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**L.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.204-6	CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUN 1999)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION ALT. I	(FEB 2000)
52.216-27	SINGLE OR MULTIPLE AWARDS	(OCT 1995)

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**L.2 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 1999)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those

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related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating--

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

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- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Larry B. Postell, Contracting Officer  
Administrative Office of the U.S. Courts  
Office of Internal Services  
Procurement Management Division  
Suite G-400  
One Columbus Circle, N.E.  
Washington, D.C. 20544  
Tel. No. (202) 502-1330

Linda Horowitz, Attorney  
Administrative Office of the U.S. Courts  
Office of General Counsel (OGC)  
One Columbus Circle, N.E.  
Washington, D.C. 20544  
Tel. No. (202) 502-1100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 THE CONTRACT**

The Contract(s), when executed by the Government, shall consist of the Standard Form of the Contract (SF-33), Standard Form (SF-26) or AO Form 366, Sections B - K, the successful Offeror's cost proposal (Volume I), the successful Offeror's Technical Proposal (Volume II), and all correspondence amending the Offeror's proposal, which will be incorporated by reference.

**L.5 PRIME CONTRACTOR RESPONSIBILITIES**

The Offeror is strongly encouraged to include in his or her proposal, services provided by other suppliers when such inclusions provide the Government with a lower overall cost. However, the

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Offeror will be the prime contractor for procurement of the services offered. The Offeror alone will be held responsible by the Government for performance of all Contractor's obligations under any contract resulting from the Offeror's proposal. The Government in turn will render payment of any and all charges resulting from the purchase of services solely to the prime contractor.

**L.6 INQUIRIES**

The contact responsible for supplying additional information and inquiries concerning this Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be directed to the Contracting Officer, Mr.. Larry B. Postell. He can be reached directly at 202-502-1330. In order to maintain a level competitive field, any answers deemed to require dissemination to all prospective offerors, will be provided immediately, via facsimile or e-mail, to all offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, any questions must be received by the Contracting Officer **within ten (10) days of issuance** of this solicitation document.

**THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS PROCUREMENT PRIOR TO CONTRACT AWARD.** All correspondence relating to the solicitation document shall be submitted to:

Administrative Office of the United States Courts  
Larry B. Postell, Contracting Officer  
OIS-PMD-PACB, Suite G-400 North  
One Columbus Circle, N.E.  
Washington, D.C. 20544

Attn.: RFP **USCS-00-5019**

**CONTACT WITH ANY OTHER GOVERNMENT OFFICIAL EXCEPT THE CONTRACTING OFFICER CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.**

**L.7 INCURRING COSTS**

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the Solicitation Document in anticipation of receiving direct reimbursement from the Government.

**L.8 PROPOSALS NOT SELECTED**

NON-SELECTION OF ACCEPTABLE PROPOSALS - Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Such notification will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient. Unsuccessful Offerors may request a debriefing.

**L.9 DISPOSITION OF PROPOSALS**

After a Contractor has been selected, unsuccessful proposals will be disposed of as follows: One copy of each proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.

**L.10 NEWS RELEASES**

Offerors will make no news releases pertaining to the Judiciary's procurement or contract award without prior agency approval of the language, and then only in coordination with the Contracting Officer.

**L.11 ANNOUNCEMENT OF AWARD**

After having notified the successful Offeror and all other participating Offerors, announcement of the Contract award will be made in the Commerce Business Daily.

**L.12 PROPOSAL SUBMISSION ADDRESS**

Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:

Administrative Office of the United States Courts  
Office of Internal Services  
Procurement Management Division  
1 Columbus Circle, N. E. Suite G-400  
Washington, D.C. 20544 (or 20002 if hand carried)  
Attn.: Larry B. Postell, Contracting Officer

or, if hand carried by any courier service, including Federal Express, or UPS, address as shown above, deliver to:

Administrative Office of the United States Courts  
Office of Internal Services  
Procurement Management Division, Suite G-400 South

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Thurgood Marshall Federal Judiciary Building  
One Columbus Circle, NE  
Washington, DC 20002

Note change in Zip Code. Do not deliver bids to the Administrative Office of the United States Courts mail room. Deliveries by other than U.S. Mail must be made to Suite G-400, through the F Street loading dock of the Thurgood Marshall Federal Judiciary Building.

(b) Upon arrival, time must be allowed for security procedures. The Contracts Division must be called (202-502-1320/1330) from the loading dock for package pickup. A half-hour lead-time is recommended for this process.

(c) Offerors shall affix to the outside mailing envelope, label, or mailing box, their names and return addresses and a notification that the mailing envelope or box contains a proposal. Include the solicitation number, date, and time the proposal is due.

**L.13 MINIMUM ACCEPTANCE PERIOD**

Offerors allowing less than 180 calendar days in the "offer" portion of Standard Form 33 for acceptance by the Government shall be rejected as unacceptable.

**L.14 SOLICITATION COPIES AND ENCLOSURES**

Only one copy of the solicitation shall be furnished to any individual firm. It shall be the responsibility of the firm to reproduce additional copies for its own use.

**L.15 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation. Offerors that do not meet the minimum mandatory requirements, as defined in Paragraphs C.3.1, along with each and every requirement, as indicated in Section C.4 and C.5 of this solicitation, should not respond.

**L.15.1 Proposal Instructions**

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the Administrative Office of the U. S. Courts.

The Offeror shall furnish an original and two (2) copies of Volume I: Business Proposal and an original and seven (7) copies of Volume II: Technical Proposal.



**L.15.2 Proposal Format**

The Offeror's proposal shall consist of two parts: (i) a Volume I: Business Proposal, and (ii) a Volume II: Technical Proposal. The Offeror shall tailor their proposal volumes to the Solicitation format; specifically, each proposal paragraph shall be identified with the corresponding Solicitation paragraph number(s) being addressed. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

- **VOLUME I: BUSINESS PROPOSAL**
  - Part 1: COVER SHEET
  - Part 2: SOLICITATION SECTIONS
  - Part 3: ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS
  - Part 4: PRICING SCHEDULE
- **VOLUME II: TECHNICAL PROPOSAL**
  - TECHNICAL FACTORS
    - Part 1: Minimum Mandatory Requirements
    - Part 2: Section 1: Implementation/Contract Management Plan
    - Part 2: Section 2: Past Contractual Performance
    - Part 2: Section 3: Corporate Experience
    - Part 3: Advisory Dental Benefit Plan Task Order

**L.16 VOLUME I: BUSINESS PROPOSAL**

This volume of the proposal, submitted in an original and two (2) copies, shall consist of the four sections described below:

**L.16.1 Part 1 - Cover Sheet**

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form must be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes must be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

**L.16.2 Part 2 - Solicitation Sections**

The Offeror shall incorporate the complete Sections D, E, F, G, H, I, and J of the solicitation document and agree to comply with these provisions. Additionally, the Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and include the full section as part of the Business Proposal.

**L.16.3 Part 3 - Assumptions, Conditions, or Exceptions**

The Offeror must submit under this section, all (if any) assumptions, conditions, or exceptions upon which the contractual and price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals. Taking exceptions to any contract requirement may result in the offeror's proposal being determined technically unacceptable.

**L.16.4 Part 4 - Pricing Schedules**

In this section, Offerors are required to provide separate pricing for each line item to be ordered, using the schedules provided in Section B. Instructions for completing the schedules are contained in Section B. These schedules must contain **ALL** costs associated with and pertinent to the services to be provided under this contract.

**L.17 VOLUME II: TECHNICAL PROPOSAL**

Volume II: Technical Proposal shall be used to provide the Offeror's proposed solution to the judiciary's requirements. Section C describes the services the judiciary is planning to acquire through this solicitation. Volume II shall provide the Offeror's definitive response to **all** of these requirements.

Volume II, of the proposal, submitted in an original and seven (7) copies, shall consist of the following sections:

**L.17.1 Part 1 Minimum Mandatory Requirements (Section C.3.1)**

In order to have an acceptable proposal, the Offeror must provide a letter certifying that it meets the minimum mandatory requirements in Section C.3.1 and shall perform all of the requirements for the applicable services in Section C.4 & C.5.

**L.17.2 Part 2 Technical Factors**

**L.17.2.1 Part 2, Section 1 - Implementation/Contract Management Plan**

The offeror shall describe how its internal corporate structure will provide coordinated activities in support of this effort. The description shall include the offeror's capabilities to implement and manage a nationwide project of this scope. Control and coordination activities within the offeror's organization shall be clearly described as they relate to the implementation and management of this contract, including quality control. The Offeror shall provide a resume of the individual proposed as the project manager (C.5). The Government will evaluate the quality, completeness and approach associated with managing and implementing the services described in this solicitation.

**L.17.2.2 Part 2 Section 2 - Past Contractual Performance**

The offeror shall submit a description of at least five of its previous Federal Government or Commercial projects/contracts which have been performed during the past five (5) years (from date of proposal submission) and relevant to the services required in Section C. For each project/contract, explain the services the project/contract included, and explain in detail your company's role(s) and responsibilities on the project/contract. The description for each project/contract shall also include the following:

Client Name/Address  
Point of Contact/telephone number  
Length of servicing relationship with your firm

The offeror shall also provide the above required information for any and all contracts it has had terminated by the client and the offeror has terminated in whole or in part, during the past three (3) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort.

Offerors shall provide a copy of the Past Performance Questionnaire (Section J Attachment 4) to the point of contact cited in each of the projects/contracts referenced in the response to this solicitation document. Section J, Attachment 3 contains a sample letter that may be used by the Offeror when requesting a client to complete and submit the Past Performance Questionnaire to the AOUSC.

*(Note: Project/contract information to be evaluated for past performance must have been performed by the offering company, either as the contractor or as a*

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*subcontractor. An offering company may also include project/contract information for subcontractors if the offering company was managing the project/contract as the prime. Project/contract information on projects/contracts performed by current employees when they were employed by another company will not be considered for this evaluation. Further offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate offeror past performance. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. The Government reserves the right to obtain and utilize data available in the Dun & Bradstreet Supplier Performance Review and Supplier Evaluation Report.)*

**L.17.2.3 Part 2 Section 3 - Corporate Experience**

The offeror shall provide a short narrative of your company's history, including how long your company has been in business, your core business, number of employees and your experience with advisory benefits plan and specific benefits plans outsourcing for projects that are comparable in size, complexity, and plan design to the services discussed in Section C, including the length of time your company has provided benefits and administrator services for specific benefit accounts. Include a copy of your annual report.

**L.17.3 Part 3, Advisory Dental Benefit Plan Task Order**

The government will evaluate the Offeror's response to the task order in Section J, Attachment 2, Advisory Dental Benefit Plan Statement of Work. The Offeror's response to the task request shall follow the format specified in Section J, Attachment 2, Section XII, Task Request Proposal Preparation.

***[END OF SECTION L]***